



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Gloria Molina
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Carlos Jackson
Executive Director

June 17, 2008

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**IMPLEMENTATION OF EXPANDED OPERATIONAL FEATURES OF THE
WEB-BASED LOS ANGELES COUNTY HOUSING RESOURCE CENTER
(ALL DISTRICTS) (3 Vote)**

SUBJECT:

This letter requests approval of the transfer of funds for the expansion of the Los Angeles County Housing Resource Center, an internet-based public-access website that provides affordable housing listing services for landlords, residents and housing locators and caseworkers in Los Angeles County. Approval of these actions will increase the number of listings available for County residents and enhance the delivery of services that help prevent homelessness in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS:

1. Find that approval of a Services Agreement between the Commission and Non-Profit Industries, Inc. dba Socialserve.com (Socialserve.com), for the expansion of the Los Angeles County Housing Resource Center (Project), is not subject to the provisions of the California Environmental Quality Act (CEQA) because the proposed activity is not defined as a project under CEQA and will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director of the Commission to execute all required documents necessary to accept a total amount of up to \$738,859 in Information Technology (IT) funds from the Chief Executive Office (CEO) for the purposes described above.



3. Approve and authorize the Executive Director to execute the attached Services Agreement between the Commission and Socialserve.com, in the amount of up to \$526,527, attached in substantially final form, for implementation of the Project's expansion, to be effective following approval as to form by County Counsel and execution by all parties.
4. Authorize the Executive Director to extend, renew, or otherwise amend the Services Agreement as needed to implement the project scope of work approved for funding through the CEO-IT Fund.
5. Authorize the Executive Director to amend the Services Agreement to increase the compensation amount by an additional twenty-five (25%) percent, if additional funding should become available, and further expand the scope of services to, among other things, incorporate housing data from other sources and/or improve website functionality, to be effective following approval as to form by County Counsel and execution by all parties.
6. Authorize the Commission, upon transfer of funds from the CEO, to incorporate up to \$738,859 in CEO-IT funds, as needed, into the Commission's Fiscal Year 2008-2009 approved budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to authorize the transfer of CEO-IT funds to the Community Development Commission for expansion of the Los Angeles County Housing Resource Center, an internet-based public access website, and to approve an Agreement between the Community Development Commission and Socialserve.com for implementation of the website's expansion.

FISCAL IMPACT/FINANCING:

On April 1, 2008, the Board of Supervisors approved an award of \$738,859 in CEO-IT funds for the Project. The funds are currently in a County general fund designation. This is a one-time CEO funding award for projects that are outside of the regular budget requests. Up to \$526,527 will be allocated for the Services Agreement with Socialserve.com, with \$212,332 reserved for Commission administrative costs. Ongoing maintenance costs will be met using existing Commission operational budget and staffing allocated to Project implementation. Any additional funding that is leveraged from outside sources for approved change orders and website improvements would not require additional County or Commission funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 4, 2006, the Board of Supervisors approved the Los Angeles County Homeless Prevention Initiative, which included a recommendation to establish an internet-based housing database website for Los Angeles County. On December 19, 2006, the Board of Supervisors approved a joint recommendation submitted by the CEO and the Commission, delegating authority to the CEO to execute a sole source agreement with Socialserve.com to create the site and assist with its implementation. The resulting website, known as the Los Angeles County Housing Resource Center (Project), provides comprehensive listings of subsidized and non-subsidized affordable rental, emergency, transitional and special needs housing vacancies throughout the County that can be accessed by the general public, social service agencies, County departments, and other public agencies.

The Project launched ahead of schedule and is currently operating very successfully. In the first year of operation, over 1.4 million housing searches were completed. Your Board was informed that additional evaluation of the site for possible expansion including the development of a Shelter Bed Vacancy List and Shelter Bed Reservation System, along with other site improvement recommendations, would be performed. As part of this process, CEO and Commission staff facilitated meetings between Socialserve.com staff and staff of County departments, non-profit housing and homeless service agencies, other Los Angeles County cities, other public housing authorities, and special needs housing advocacy organizations. These meetings, along with feedback provided by the Special Needs Housing Alliance, led to recommendations for the development of desired site improvements that were not funded under the original contract. In the fall of 2007, the recommendations for Phase I website improvements and Phase II expansions were consolidated into an application for funding by the Commission and submitted through a CEO-managed application process to the CEO-IT Fund.

On April 1, 2008, the Board of Supervisors approved the proposal submitted by the Commission to the CEO to expand the Project's capacity, allocating funding in the amount of \$738,859. The Commission will enter into a secondary sole source agreement with Socialserve.com, which will continue to provide administrative support and technical assistance for the website and assist in the implementation of the Project's expansion. The funding allocation will permit Socialserve.com and the Commission to market the Project to more landlords in the County, thereby increasing the number of affordable units listed on the site. The Project will also increase functionality of the search and data management features, which will enhance the capability of approved users, such as County departments, commissions, or approved agencies, to locate emergency, transitional, and special needs housing. All modifications, additions and enhancements to the Project's design and implementation will conform to the scope of work and implementation procedures established in the existing Delegated Authority Agreement AO-07-037 currently in place for the Phase I

implementation approved through the Homeless Prevention Initiative. County Counsel has approved the plan to manage these Project improvements through a secondary sole source contract between the Commission and Socialserve.com.

Funding will be allocated as follows:

Phase I improvements will enhance and improve existing functionality and cover increased project operational costs due to the high volume of usage from Los Angeles County. Improvements will include the following features and enhancements:

- \$38,200 for geo-coding and Geographical Information Systems (GIS) overlays to data and mapping;
- \$3,600 to increase functionality for restricted-access users to save search criteria;
- \$1,500 for mechanical improvements to call center equipment;
- \$6,000 to increase the number of web pages to provide more specific information about affordable senior housing and County housing authorities;
- \$17,640 for additional marketing to landlords and users;
- \$4,800 for improvements to performance reporting;
- \$31,400 additional travel and training budget;
- \$45,000 increased fee to Socialserve.com;
- \$5,157 for contingency; and
- \$147,600 for Commission administrative costs.

Phase I subtotal is \$300,897.

Phase II improvements, which may begin concurrently with Phase I, are as follows:

- \$113,900 to develop an online emergency shelter registration form that will be coordinated with 211-L.A. County and the Los Angeles Homeless Services Authority (LAHSA) in order to improve efficiencies and accuracy of County homeless shelter information;
- \$98,500 to develop a searchable resource database that would allow approved restricted-access users to enter client-specific data and retrieve information on special needs, emergency, and transitional housing programs and shelters that meet the client's requirements;
- \$50,000 to develop an inventory system of state, federal and locally-subsidized affordable housing units in Los Angeles County;
- \$3,000 to provide listings of single-family housing with subsidies for first-time homebuyers;
- \$4,800 for increased performance reports;
- \$42,400 for travel, training and site support;
- \$45,000 fee to Socialserve.com;

- \$15,630 for contingency; and
- \$64,732 for Commission administrative costs.

Phase II subtotal is \$437,962.

Input from special needs, emergency and affordable housing stakeholders in Los Angeles County identified data management improvements that would increase the functionality of this regional database and website. Based on meetings with other public housing authorities, cities within Los Angeles County, and local foundations and grant making agencies, it is possible that additional website improvements may be identified for which outside funding sources may be leveraged. This letter requests the authority to expand the Services Agreement in cases where data management, website performance, training, and marketing tasks and features are identified and able to be funded by outside funding sources, provided that no additional County funds are required.

CONTRACTING PROCESS/SOLE SOURCE JUSTIFICATION:

The recommended contract award to Socialserve.com, as a sole source provider of services, is necessary because the proposed Project expansion and improvements will be made to data and internet website designs and operational functions that are currently being managed by Socialserve.com under the existing sole source contract approved by the Board of Supervisors on December, 19, 2006.

The justification for the sole source contract remains unchanged from December, 2006; the selection Socialserve.com as a sole source provider of services is necessitated by the scarcity of providers in the market place. The Commission derived a set of requirements based on its own experience in managing smaller databases of affordable housing that did not have public search capabilities. These requirements for an expanded database and internet resource center included full-time bilingual staff available to answer questions, ability to contact landlords for updates, and capability to handle telephone inquiries. The Commission also recommended that this type of database be developed on open source software platforms as opposed to proprietary systems because open source platforms are updated more frequently and are generally less expensive than proprietary platforms. Additional recommendations from the Commission included finding a non-profit provider with extensive experience in local, state and national housing programs because this experience would allow the provider opportunities to test the database functionality in advance of developing a system for Los Angeles County. Socialserve.com was identified as the only provider that met all of these criteria, in addition to providing lower cost services than other providers offering similar services.

The Commission's outreach to state housing finance agencies and large cities found that similar selection and procurement processes had been conducted within recent

years, with Socialserve.com being selected. The metropolitan areas of Atlanta, Charlotte, Indianapolis, Denver, Houston/Harris County, Kansas City and St. Louis have all independently selected Socialserve.com as their sole source provider for internet based housing database services. The states of New Jersey and Florida also selected Socialserve.com as a provider after conducting a formal competitive bidding process for similar housing database services. Other states that have selected Socialserve.com to manage state-wide databases include Arizona, Colorado, Georgia, Nebraska, North Carolina, South Carolina, South Dakota and Louisiana.

With an eight-year track record of serving the affordable housing market, Socialserve.com is also a self-sustaining Not-For-Profit 501 (c)(3). No other housing database service exists with comparable expertise, experience, flexibility and cost effectiveness.

In addition, the Commission has researched and experienced other affordable housing web-based listing services, but found them to be too expensive, rigid in design, and deficient in meeting real time needs for locating available housing units. In 2006, the Socialserve.com housing database service was favorably received by the New Directions Task Force and was approved by the Chief Information Office and County Counsel.

Socialserve.com is the only affordable housing listing and locator service that 1) provides a fully staffed bilingual call center and web service (English/Spanish); 2) is completely customizable to meet the needs of Los Angeles County; 3) contacts every new landlord that registers for the services; 4) updates the availability of properties by electronic mail and/or phone; 5) educates both landlords and tenants on using the service, Section 8 processes, and fair housing laws; 6) hosts the entire service, eliminating the need for any additional hardware or software charges to the contracting agency; 7) works with advisory boards both locally and nationally; 8) provides on-site and remote training to user groups such as 211 staff and supportive housing agencies; and 9) is fully compliant with all federal accessibility requirements for public information websites.

The Commission's utilization of the unique and essential features of the Socialserve.com housing database service will result in the consolidation of efforts to meet the housing needs of the low-income and homeless populations Countywide, and will complement the ongoing operation of the Los Angeles County Housing Resource Center website, as well as existing County supportive services and affordable housing funding programs.

ENVIRONMENTAL DOCUMENTATION:

The approval of a Services Agreement between the Commission and Socialserve.com for the expansion of the Project is not subject to the provisions of CEQA pursuant to

State CEQA Guidelines 15060(c)(3) and 15378 because the action is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECTS:


Approval of these actions will reduce homelessness, enhance service delivery, and increase efficiencies within County departments, commissions, and other agencies in regards to implementation of the housing data base approved as part of the Homeless Prevention Initiative and made operational through the June 1, 2007 launch of the Los Angeles County Housing Resource Center website. The additional services approved through this Project expansion will provide benefits to residents of Los Angeles County, including landlords and tenants, as well as housing locators, caseworkers, and other providers of special needs and emergency housing.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 2

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
✓	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	➤ Other reason. Please explain: The contractor manages data and web page functions under an existing sole source contract. The new contract expands on these items and it is not possible or reasonable to duplicate the web page and data management services currently being provided.
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 6/5/08 Date </div> </div>	

HOUSING WEBSITE INFORMATION AND SUPPORT SERVICES SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this ____ day of June, 2008, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "**Commission**", and Non-Profit Industries d/b/a Socialserve.com., hereinafter referred to as "**Contractor**."

RECITALS

WHEREAS, on April 4, 2006, the County of Los Angeles (the "County") Board of Supervisors approved the Homeless Prevention Initiative, which included a plan for the implementation of an internet-based housing database.

WHEREAS, on December 19, 2006, the County Board of Supervisors approved a joint recommendation from the Commission and the County's Chief Executive Office to award a sole-source contract to the Contractor to develop an internet-based housing database.

WHEREAS, the County and the Contractor entered into a contract for the operation of the database on January 3, 2007, and the Commission manages the day-to-day operation of the database, now called the Los Angeles County Housing Resource Center (the "Housing Resource Center").

WHEREAS, the Commission prepared and submitted a proposal to the County's Chief Executive Office in November, 2007 for additional funding to improve and expand upon the services being delivered by the Contractor in the operation and ongoing development of the Housing Resource Center.

WHEREAS, on April 1, 2008, the County Board of Supervisors awarded \$739,000 to the Commission for operational and administrative support of service expansion projects within the Housing Resource Center under a program called the Chief Executive Office – Internet Technology Fund.

WHEREAS, on June 17, 2008, the County Board of Commissioners authorized the Commission to receive the CEO-IT Funds and enter into a sole-source contract with the Contractor to implement the Housing Resource Center improvements outlined in the Commission's funding proposal.

WHEREAS, the Commission and the Contractor desire to set forth the terms and conditions of performance and payment for the implementation of the Housing Resource Center improvements outlined in the CEO-IT Fund proposal, and to also provide a contractual platform for additional program improvements, should additional funding become available.

ABBREVIATIONS

CalHFA – California Housing Finance Agency

CEO – Los Angeles County Chief Executive Office

COMMISSION – Community Development Commission of the County of Los Angeles

COUNTY – Los Angeles County

GIS – Geographic Information Systems

HACOLA – Housing Authority of the County of Los Angeles

HMIS – Homeless Management Information System

HOME – Federal HOME Investment Partnerships Program

HOPWA – Housing Opportunities for People with AIDS program

HPI – Los Angeles County Homeless Prevention Initiative

HRC – Los Angeles County Housing Resource Center

HUD – United States Department of Housing and Urban Development

LAHD – (The City of) Los Angeles Housing Department

PHA – Public Housing Agency

SPA – Service Planning Areas

TCAC – California Tax Credit Allocation Committee

1. PURPOSE

The Contractor has a sole source contract with the County of Los Angeles (the “County”) to develop, provide and support an internet-based housing listing service called the Los Angeles County Housing Resource Center (the “HRC”). The Commission provides staff to manage this contract on behalf of the County, and has also provided funding to cover the cost of the first year of operation of the HRC.

Additionally, the County and Commission have agreed that additional improvements are needed for the HRC, and the Commission has obtained funding from the County's Chief Executive Office – Internet Technology Fund (CEO-IT Funds) for the development and implementation of additional operational features of the HRC. This Agreement will delineate the terms and conditions under which the new services will be performed by the Contractor and how payments will be made.

TERMS AND CONDITIONS

2. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect until December 31, 2010 unless sooner terminated as provided herein. This Agreement may be extended in one-year increments, for a total of three (3) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

The Contractor agrees to provide the services required by the Commission for a Agreement cost that will not exceed five hundred twenty six thousand five hundred and twenty seven dollars (\$526,527) which includes all related expenses.

Fixed fee rates and hourly rates are incorporated as Attachment C. These rates shall remain firm and fixed for the term of the Agreement, unless amended with approval of both parties.

This Agreement is not a guarantee that the Contractor will be provided a certain amount of work, or that the Commission will approve reimbursement for services outside of those outlined in the Performance and Payment Schedule attached hereto as Attachment B.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment.

The Contractor will submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Commission or Commission office, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Agreement shall be

deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

7. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

8. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

9. INSURANCE

The Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or

damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission of the County of Los Angeles, the Community Development Commission of the County of Los Angeles, the County of Los Angeles, and their officials and employees, shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles. Coverage for "owned autos" is not required provided that the Contractor does not own or operate any owned vehicles in the State of California.
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in North Carolina or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

The Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

10. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Community Development Commission of County of Los Angeles (Commission), County of Los Angeles (County), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Agreement.

12. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

13. TERMINATION FOR CAUSE

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal support

obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Agreement. Without limiting the rights and remedies available to Commission's under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this Agreement pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractor to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the

purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-43, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a contractor, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, Contractor, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the Commission, Commission, or County or a nonprofit corporation created by the Commission, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Commission, or County, any other public entity, a nonprofit corporation created by the Commission, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Commission, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the

Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of County, Commission, or Commission contractors, Contractors, vendors and agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that

Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Agreement.
- C. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- E. For the purpose of this Section 32, the word "County" also refers to Community Development Commission and Commission of the County of Los Angeles.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Agreement which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Agreement.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Community Development Commission
 of the County of Los Angeles
 2 Coral Circle
 Monterey Park, CA 91755
 Attn: Carlos Jackson
 With a copy to: Larry Newnam
 Housing Development & Preservation Division

The Contractor: Socialserve.com
 Attn: Van Gottel
 P.O. Box 35305
 Charlotte, NC 28235

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its SubContractors, if any, to post this poster in a prominent position in the SubContractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. AMENDMENTS

This Agreement may be amended at any time with the written consent of both parties.

45. ENTIRE AGREEMENT

This Agreement with Attachments A through D constitutes the entire understanding and Agreement between the parties. This Agreement includes the following attachments:

- A. Statement of Work
- B. Performance and Payment Schedule
- C. Fee Schedule for Additional Services
- D. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this 18th day of July, 2007.

COMMUNITY DEVELOPMENT
COMMISSION OF THE
COUNTY OF LOS ANGELES

Non-Profit Industries d/b/a
SocialServe.com

By: _____
Carlos Jackson
Executive Director

By: _____
Van L. Gottel
Chief Executive Officer

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By: _____
Deputy

ATTACHMENT A

STATEMENT OF WORK

**ATTACHMENT A
STATEMENT OF WORK
ADDITIONAL WEBSITE ANALYSIS AND INFORMATION SERVICES
STAFF TRAINING AND SITE SUPPORT**

May 30, 2008

Socialserve.com currently maintains The Los Angeles County Housing Resource Center under a Agreement with the County of Los Angeles. The Community Development Commission of the County of Los Angeles has ongoing responsibilities to manage this project, which includes outreach and marketing to a wide variety of County departments, agencies and stakeholders. The Commission also desires to integrate its own web page with the Housing Resource Center and with the Housing Authority of the County of Los Angeles.

The work to be performed is as follows:

- 1. Web page geo-coding and geographical search functions** – The Contractor shall incorporate geo-coding for search and reporting functionality that will allow the website mapping and performance reporting to include Supervisorial Districts, City Council Districts, SPAs, and Housing Authority jurisdictions. The housing search feature will be modified to include a regional map function with boundaries and designations to be determined by the Commission. All GIS coding shall be done in consultation with the CDC and the County staff responsible for the County data repository and GIS coding. The contractor shall agree to incorporate additional geo-coding features if funding is available. The contractor shall agree to reduce billable expenses in any case where pre-existing data files supplied by the County reduce the scope of work of the Contractor in this area of data management.
- 2. Saved-search feature** – The Contractor shall make a saved-search feature available to County restricted-access users, which allows users to receive email notification of housing units that are listed that match criteria previously entered and saved.
- 3. Development of new web page for information on Public Housing and Housing Authorities** – The Contractor shall work with the Commission to design and develop a new web page (within the HRC) which will list basic information and referral resources on all Section 8 housing, public housing and a list of contacts and web pages for all housing authorities in Los Angeles County.

4. Development of a new web page for information on affordable senior housing resources – The Contractor shall work with the Commission to design and develop a new web page (within the HRC) which will list basic information and referral resources for affordable senior housing within Los Angeles County.

5. Upgrade phone system capacity – The Contractor will make required improvements and upgrades to their internal phone system in order for the call center to be able to continue servicing the growing volume of phone calls related to the HRC.

6. Quarterly reporting – The Contractor will work with the Commission to arrive at agreed-upon measures and statistics that will be provided in an quarterly report that will be submitted to the Commission by the Contractor at least five (5) working days prior to the last day of March, June, September and December of each year. At a minimum, these reports will include statistical descriptions of site usage and listing activities over the reporting period. The report will also include information on incoming and outgoing Socialerve.com call center phone traffic from Los Angeles County as well as statistics on usage related to specific housing authorities and County departments.

7. Travel, training and site support – The Contractor agrees to provide on-site visits to Los Angeles County, as well as to be available for phone conference calls, in accordance with the attached schedule of performance. The budget for travel and training will be flexible in terms of schedule and payment, provided that the Agreement will not reimburse above the proposed fee schedule without the Commission's approval, and based upon the availability of additional funds.

8. Universal Shelter Registration Form – The Contractor shall work with the Commission to gather information on systems, forms and protocols used by major Los Angeles County organizations, including, but not limited to, LAHSA and 211 L.A. County, to develop and complete an on-line registration form that captures information on all types of emergency, special needs, supportive, senior and transitional housing programs and shelters. The development of this form shall be done to the fullest extent possible in cooperation with the Commission and County, and made available for testing and editing at periodic intervals. The information gathered in these forms shall be made available to LAHSA and 211 L.A. County, as determined by the Commission and County. This form shall be compatible with HUD's HMIS system.

9. Information Clearinghouse – The Contractor shall develop and implement a searchable resource database of detailed housing and services that would allow an approved user to specify client-specific data and receive data showing programs, agencies, shelters and referrals which match the client data.

10. Subsidized Housing Inventory – The Contractor shall work with the stakeholder agencies identified by the Commission and County in order to compile an online database of subsidized housing within the County.

11. Single Family For Sale Housing – The Contractor shall develop a web page listing for-sale housing which contains information geared to assist low and moderate income first-time home buyers.

12. Special presentations and marketing events – The Commission may request the Contractor to attend conferences or trade shows for purposes of marketing the Housing Resource Center.

13. Web design and development – The Commission may request the Contractor to make modifications to the other County websites in conjunction with this Agreement. Work done outside this initial scope of work may be billed at an hourly rate.

14. Other marketing assistance – The Commission may request the Contractor to assist with graphic design, writing, editing or other tasks needed in support of marketing the HRC..

ATTACHMENT B

Performance and Payment Schedule

ATTACHMENT B PERFORMANCE AND PAYMENT SCHEDULE

NOTE: Projects with specific costs allocations may be billed and paid ahead of the planned schedule if the work has been completed and approved by the Commission's Project Manager. Payments are made on a monthly basis.

Performance goals not met by the Contractor, but determined to be delayed at the request of the Commission, or through no fault of the Contractor, may be delayed for payment upon task completion in later months with the approval of the Commission's Project Manager.

	Scope of Work / Deliverables PROJECT YEAR ONE	Timeline/Due Dates/Payment Schedule
1.	Contractor installs new phone cards.	July 08 \$1,500
2.	Contractor activates new Saved-search feature for review and approval by Project Manager.	July 08 \$3,000 (balance remaining - \$600)
3.	Contractor participates in project planning calls with Project Manager.	July 08
	Mobilization costs – Fee increase of \$45,000 to Contractor will be front-loaded and paid over first six months of contract to serve as mobilization and planning fee for project implementation.	\$7,500 (Year 1 balance remaining - \$37,500)
	Universal registration form – discovery and planning	July 08 \$1,000 (balance remaining \$11,000)
	Assist with marketing material and E-newsletter / approved travel costs.	Billable hours against budget
	Payment #1 – July 15, 2008	\$13,000
	Contractor launches Saved Search feature for all approved users	July - Aug 08 \$600
	Meetings & phone calls to discuss layout and design of Public Housing Authority Information Page	July - Aug 08
	Meetings & phone calls to discuss layout and design of Senior Housing page	July – Aug 08
	Contractor builds a new web page on HRC to display links and information regarding all Public Housing Authorities (PHA's) in Los Angeles County	July – Aug 08 \$2,500 (balance remaining - \$500)

	Contractor adds third row of "Nav Links" to list new page	July - Aug 08
	Contractor builds a new web page on HRC to display links and information regarding senior housing.	July - Aug 08 \$2,500 (balance remaining - \$500)
	Contractor builds service to geo-code all properties in L.A. County, including ability to display PHA jurisdiction, SPA, census tract, Supervisorial District and L.A. City Council District. Contractor integrates new layers into database.	July - Aug 08 \$10,000 (balance remaining - \$5000)
	Universal Registration Form discovery and planning	July - Aug 08 \$2,000 (balance remaining - \$9,000)
	Mobilization Costs / Annual fee increase (Year One)	July - Aug 08 \$7,500 (Year One balance remaining, \$30,000)
	Planning meetings - Contractor travels to Los Angeles for a minimum of at least 2 full days of meetings between July 1 and August 15.	Travel costs to be billed as needed not to exceed contract allowance
	Geo-coding site support fee (payment #1 of 24 months)	\$275
	Assist with marketing material and E-newsletter / approved travel costs	Billable hours against budget
	Payment #2 - August 15, 2008	\$25,375
	Contractor attends meetings, participates in phone calls and presents preliminary plan to geo-code County for regional search. Contractor builds shape-files for approved regions.	Aug - Sept 08 \$3,500 (balance remaining \$6500)
	Geo-coding site support fee (payment #2 of 24 months)	\$275
	Universal Shelter Program Registration Form discovery, analysis and planning	Aug - Sept 08 \$2,000 (balance remaining \$10,000)
	Mobilization Costs / Annual fee increase (Year One)	Aug - Sept 08 \$7,500 (Year One balance remaining -

		\$22,500)
	Contractor finalizes geo-coding and activates site features for searching and reporting by census tract, PHA jurisdiction, SPA, Supervisorial District and L.A. City Council District.	\$4,000 (balance remaining \$1000)
	Contractor attends meetings, participates in phone calls, works on preliminary design of quarterly report and submits draft for approval by Project Manager.	\$2,400 (balance remaining - \$2,400)
	Contractor attends planning meeting and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Aug – Sept 08 \$2,500 (balance remaining - \$47,500)
	Contractor submits initial draft work flow plan for Information Clearinghouse, including list of proposed data needs.	Aug – Sept 08 \$2,500 (balance remaining \$96,000)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #3 – September 15, 2008	\$24,675
	Contractor attends meetings, participates in phone calls and presents preliminary plan to geo-code County for regional search. Contractor submits page views for approval by Project Manager. Map search feature is made operational.	Sept – Oct 08 \$,3500 (balance remaining \$3000)
	Geo-coding site support fee (payment #3 of 24 months)	\$275
	Universal Shelter Registration Form discovery and planning	Sept – Oct 08 \$2,000 (balance remaining \$8000)
	Mobilization Costs / Annual fee increase (Year One)	Sept – Oct 08 \$7,500 (Year One balance remaining \$15,000)
	Final operational testing and approvals of geo-coding.	\$1,000 (final pay't)
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Sept. 30 \$1,200 (Year One balance remaining - \$3,600)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Sept – Oct 08 \$2,500 (balance remaining - \$45,000)

	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function.	Sept – Oct 08 \$2,500 (balance remaining \$93,500)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #4 – October 15, 2008	\$20,475
	Geo-coding of regional search feature is launched.	Oct- Nov 08 \$2,000 (retention remaining \$1,000)
	Geo-coding site support fee (payment #4 of 24 months)	\$275
	Universal Shelter Registration Form discovery and planning	Oct-Nov 08 \$2,000 (balance remaining \$6,000)
	Mobilization Costs / Annual fee increase (Year One)	Oct – Nov 08 \$7,500 (Year One balance remaining \$7,500)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Oct – Nov 08 \$2,500 (balance remaining \$42,500)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function.	Oct – Nov 08 \$2,500 (balance remaining \$91,000)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #5 – November 15, 2008	\$16,775
	Geo-coding site support fee (payment #5 of 24 months)	\$275
	Universal Shelter Registration Form discovery and planning	Nov – Dec 08 \$2,000 (balance remaining \$4,000)
	Mobilization Costs / Annual fee increase (Year One)	Nov – Dec 08 \$7,500 (Year One balance

		remaining - \$0)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Nov – Dec 08 \$2,500 (balance remaining \$40,000)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function.	Nov – Dec 08 \$2,500 (balance remaining \$88,500)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #6 – December 15, 2008	\$14,775
	Geo-coding site support fee (payment #6 of 24 months)	\$275
	Universal Shelter Registration Form discovery and planning. Finalize recommendations to present to Project Manager.	Dec 08 – Jan 09 \$4,000 (balance remaining - \$0)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Dec 08 – Jan 09 \$2,500 (balance remaining \$37,500)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function.	Dec 08 – Jan 08 \$2,500 (balance remaining \$86,000)
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Dec. 30 \$1,200 (Year One balance remaining - \$2,400)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #7 – January 15, 2009	\$10,475
	Geo-coding site support fee (payment #7 of 24 months)	\$275
	Development of Universal Shelter Intake Form – present draft form for approval of Project Manager	Jan – Feb 09 \$10,000 (balance remaining \$41,000)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for	Jan – Feb 09 \$2,500 (balance

	inventory of subsidized housing.	remaining \$35,000)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function.	Jan – Feb 09 \$2,500 (balance remaining \$83,500)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #8 – February 15, 2009	\$15,275
	Geo-coding site support fee (payment #8 of 24 months)	\$275
	Finalize Universal Shelter Program Intake Form and launch on-line form for testing.	Feb – Mar 09 \$20,000 (balance remaining \$21,000)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Feb – Mar 09 \$2,500 (balance remaining \$32,500)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function. Draft form submitted to Project Manager for comment.	Feb – Mar 09 \$2,500 (balance remaining \$80,500)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #9 – March 15, 2009	\$25,275
	Geo-coding site support fee (payment #9 of 24 months)	\$275
	Continue testing and implementation of Universal Shelter Program Registration Form / participate in phone calls or meetings as needed to evaluate implementation.	Mar – Apr 09 \$10,000 (balance remaining \$11,000)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Mar – Apr 09 \$2,500 (balance remaining \$30,000)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function. Draft form submitted to Project Manager for comment.	Mar – Apr 09 \$2,500 (balance remaining \$78,000)

	Participate in phone calls and meetings to coordinate functionality and needs assessment for single family for-sale housing module.	Mar – Apr 09 \$1,000 (balance remaining \$2,000)
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Mar 30 \$1,200 (Year One balance remaining - \$1,200)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #10 – April 15, 2009	\$16,875
	Geo-coding site support fee (payment #10 of 24 months)	\$275
	Participate in phone calls and meetings as needed to refine procedures for implementation of Shelter Program Registration System (Intake Form)	Apr – May 09 \$5,000 (balance remaining \$6,000)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	Apr – May 09 \$2,500 (balance remaining \$27,500)
	Launch single family for-sale housing module.	Apr – May 09 \$1,500 (balance remaining \$500)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #11 – May 15, 2009	\$9,275
	Geo-coding site support fee (payment #11 of 24 months)	\$275
	Participate in phone calls and meetings as needed to refine procedures for implementation of Shelter Program Registration System (Intake Form)	May - June 09 \$5,000 (balance remaining \$1,000)
	Contractor attends planning meetings (as needed) and begins to collect data fields and draft list of key participants for inventory of subsidized housing.	May – June 09 \$2,500 (balance remaining \$25,000)
	Contractor attends planning meetings (as needed) and participates in phone calls to begin development of Information Clearinghouse function. Draft form submitted to Project Manager for comment.	May – June 09 \$2,500 (balance remaining \$75,500)

	Assist with training on implementation and marketing of single family for-sale module.	May – June 09 \$500 (balance remaining – \$0)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #12 – June 15, 2009	\$10,775
	Geo-coding site support fee (payment #12 of 24 months)	\$275
	Obtain Project Manager approval for final payment on Shelter Program Registration System	June – July 09 \$1,000 (balance remaining - \$0)
	Present preliminary design of subsidized housing inventory format for review and comment by Project Manager	June – July 09 \$10,000 (balance remaining \$15,000)
	Incorporate Project Manager comments and present revised work flow and form for Information Clearinghouse functions	June – July 09 \$15,000 (balance remaining \$60,500)
	Annual Fee Increase – Year Two (Payment #1 of 12)	\$3,750
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by June 30 \$1,200 (Year One balance remaining - \$0)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #13 – July 15, 2009	\$31,225
	Geo-coding site support fee (payment #13 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #1 of 12)	July – Aug 09 \$4,050 (balance remaining \$44,550)
	Annual site support – Shelter Program Registration (payment #1 of 4)	\$575
	Finalize design and procedures for implementation of subsidized housing inventory.	July – Aug 09 \$10,000 (balance remaining \$5,000)

Attend meetings and participate in phone calls with stakeholders to begin implementation of Information Clearinghouse function.	July – Aug 09 \$10,000 (balance remaining \$50,500)
Annual Fee increase – Year Two (Payment #2 of 12)	\$3,750
Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #14 – August 15, 2009	\$28,650
Geo-coding site support fee (payment #14 of 24 months)	\$275
Regular updates of Shelter Program Registration (payment #2 of 12)	Aug – Sept 09 \$4,050 (balance remaining \$40,500)
Manage data input to subsidized housing inventory and post data on HRC web page.	Aug – Sept 09 \$2,500 (balance remaining \$2,500)
Continue implementation of Information Clearinghouse function.	Aug – Sept 09 \$10,000 (balance remaining \$40,500)
Annual Fee increase – Year Two (Payment #3 of 12)	\$3,750
Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #15 – September 15, 2009	\$20,575
Geo-coding site support fee (payment #15 of 24 months)	\$275
Regular updates of Shelter Program Registration (payment #3 of 12)	Sept - Oct 09 \$4,050 (balance remaining \$36,450)
Manage data input to subsidized housing inventory and post data on HRC web page.	Sept - Oct 09 \$2,500 (balance remaining \$0)
Continue implementation of Information Clearinghouse function.	Sept – Oct 09 \$10,000 (balance remaining \$30,500)

	Annual Fee increase – Year Two (Payment #4 of 12)	\$3,750
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Sept 30 \$1,200 (Year Two balance remaining - \$3,600)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #16 – October 15, 2009	\$21,775
	Geo-coding site support fee (payment #16 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #4 of 12)	Oct - Nov 09 \$4,050 (balance remaining \$32,400)
	Annual site support – Shelter Program Registration (payment #2 of 4)	\$575
	Continue implementation of Information Clearinghouse function.	Oct - Nov 09 \$10,000 (balance remaining \$20,500)
	Annual Fee increase – Year Two (Payment #5 of 12)	\$3,750
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #17 – November 15, 2009	\$18,650
	Geo-coding site support fee (payment #17 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #5 of 12)	Nov - Dec 09 \$4,050 (balance remaining \$28,350)
	Continue implementation of Information Clearinghouse function.	Nov - Dec 09 \$10,000 (balance remaining \$10,500)
	Annual Fee increase – Year Two (Payment #6 of 12)	\$3,750
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #18 – December 15, 2009	\$18,075

	Geo-coding site support fee (payment #18 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #6 of 12)	Dec 09 – Jan 10 \$4,050 (balance remaining \$24,300)
	Continue implementation of Information Clearinghouse function.	Dec 09 – Jan 10 \$10,000 (balance remaining \$0)
	Annual Fee increase – Year Two (Payment #7 of 12)	\$3,750
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Dec 30 \$1,200 (Year Two balance remaining - \$2,400)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #19 – January 15, 2010	\$19,275
	Geo-coding site support fee (payment #19 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #7 of 12)	Jan - Feb 10 \$4,050 (balance remaining \$20,250)
	Annual Fee increase – Year Two (Payment #8 of 12)	\$3,750
	Annual site support – Shelter Program Registration (payment #3 of 4)	\$575
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #20 – February 15, 2010	\$8,650
	Geo-coding site support fee (payment #20 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #8 of 12)	Feb - March 10 \$4,050 (balance remaining \$16,200)
	Annual Fee increase – Year Two (Payment #9 of 12)	\$3,750

Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #21 – March 15, 2010	\$8,075
Geo-coding site support fee (payment #21 of 24 months)	\$275
Regular updates of Shelter Program Registration (payment #9 of 12)	March - Apr 10 \$4,050 (balance remaining \$12,150)
Annual Fee increase – Year Two (Payment #10 of 12)	\$3,750
Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by Mar 30 \$1,200 (Year Two balance remaining - \$1,200)
Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #22 – April 15, 2010	\$9,275
Geo-coding site support fee (payment #21 of 24 months)	\$275
Regular updates of Shelter Program Registration (payment #10 of 12)	Apr - May 10 \$4,050 (balance remaining \$,8100)
Annual Fee increase – Year Two (Payment #11 of 12)	\$3,750
Annual site support – Shelter Program Registration (payment #4 of 4)	\$575
Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #23 – May 15, 2010	\$8,650
Geo-coding site support fee (payment #22 of 24 months)	\$275
Regular updates of Shelter Program Registration (payment #11 of 12)	May - June 10 \$4,050 (balance remaining \$4,050)
Annual Fee increase – Year Two (Payment #11 of 12)	\$3,750
Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
Payment #24 – June 15, 2010	\$8,075

	Geo-coding site support fee (payment #23 of 24 months)	\$275
	Regular updates of Shelter Program Registration (payment #12 of 12)	June - July 10 \$4,050 (balance remaining \$0)
	Annual Fee increase – Year Two (Payment #12 of 12)	\$3,750
	Contractor prepares quarterly report on site usage analysis using new geo-coding capability and increased performance measures on call center traffic, usage by PHA jurisdiction and Section 8 site traffic data.	Due by June 30 \$1,200 (Year Two balance remaining - \$0)
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #25 – July 15, 2010	9,275
	Geo-coding site support fee (payment #24 of 24 months)	\$275
	Assist with marketing material and E-newsletter/ approved travel costs.	Billable hours against budget
	Payment #26 – August 15, 2010	\$275

ATTACHMENT C

**FEE SCHEDULE
FOR ADDITIONAL
SERVICES**

ATTACHMENT C
FEE SCHEDULE FOR ADDITIONAL SERVICES

NOTE: These are charges that would be billable only under line items for marketing, travel, training, site support, and contingency, that are not part of the scope of work outlined in Attachment B.

Service	Cost	Descriptions
<u>Web page hosting</u>	<p>\$1,400 per new page</p> <p>\$100 per hour maintenance/upload</p> <p>billable in 15-minute increments</p>	<p>Payment is due upon "push of page to production servers." The page does not have to be publicly accessible for work product to be deemed completed.</p> <p>If development length exceeds 30-days, CDC can be invoiced for 50% of the minimum and current hourly balance.</p>
E-Newsletter mailing, design, advisory and editing services	<p>\$500 minimum per newsletter</p> <p>\$100 per hour</p> <p>billable in 15-minute increments</p>	<p>Payment is due upon newsletter completion. Newsletter does not have to be released for payment to be invoiced.</p> <p>If development length exceeds 30-days, CDC can be invoiced for 50% of the minimum and current hourly balance.</p>
Onsite training, planning and site support	<p>Per person per night for CEO/CIO/CCO/COO (Senior Staff): \$1,400</p> <p>Per person per night for staff: \$900</p> <p>(Includes airfare, lodging, meals and transportation)</p>	<p>Payment is due upon completion of trip and upon submission of invoice with requisite supporting documentation.</p>

	CEO is allowed an admin staff person per visit if other Senior Staff are not present for the on-site.	
Design consulting on marketing materials	\$100 per hour billable in 15-minute increments	Payment is due upon completion. Item does not have to be released for payment to be invoiced. If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.
Graphic design	\$100 per hour billable in 15-minute increments	Payment is due upon completion. Item does not have to be released for payment to be invoiced. If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.
Remote training	\$300 minimum per event up to 1-hour \$100 per hour thereafter billable in 15-minute increments	Upon completion of the event, CDC will be invoiced for service. If multiple events occur in a 30-day period, the events may be combined for invoicing.
Database development and /or customization	NEW DATA STRUCTURE Minimums: \$2,000 minimum discovery and analysis \$200 per hour billable in 15-minute increments EXISTING DATA STRUCTURE Minimums:	Upon satisfactory completion of the query results as approved by the CDC, the CDC will be invoiced for said query. If development length exceeds 30-days, CDC can be invoiced

	<p>\$500 minimum discovery and analysis</p> <p>\$175 per hour</p> <p>billable in 15-minute increments</p> <p>CUSTOM QUERY Minimums: \$500 per custom query – new request (1-hour included)</p> <p>\$250 per custom query – existing query modification (1-hour included)</p> <p>\$250 per custom query – no modification, re-running existing query</p> <p>\$175 per hour after minimum</p> <p>billable in 15-minute increments</p>	<p>for the current hourly balance.</p>
Web design and development	<p>\$100 per hour</p> <p>billable in 15-minute increments</p>	<p>Upon approval of the CDC, the CDC will be invoiced upon completion of the design and/or development. If development length exceeds 30-days, CDC can be invoiced for the current hourly balance.</p>
Special presentations and marketing events	<p>Per person per night for CEO/CIO/CCO/COO (Senior Staff): \$1,400</p> <p>Per person per night for staff: \$900</p> <p>(Includes airfare, lodging, meals and transportation)</p> <p>Plus cost of event registration or other fees associated with the event such as, but not exclusive to, shipping, Internet, power,</p>	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the trip and providing appropriate supportive documentation is present if required.</p>

	<p>furnishings and/or other associated charges</p> <p>CEO is allowed an admin staff person per visit if other Senior Staff are not present for the on-site.</p>	
Approved travel	<p>Per person per night for CEO/CIO/CCO/COO (Senior Staff): \$1,400</p> <p>Per person per night for staff: \$900</p> <p>(Includes airfare, lodging, meals and transportation)</p> <p>CEO is allowed an admin staff person per visit if other Senior Staff are not present for the on-site.</p>	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the trip and providing appropriate supportive documentation is present if required.</p>
Spanish Translation Services	<p>Document Fees: \$100 per page plus .38-cents per word</p> <p>Minimum one page charge.</p>	<p>Upon approval of the CDC, the Contractor may invoice upon the completion of the translation, providing appropriate supportive documentation is present if required.</p>

ATTACHMENT D

**REQUIRED CONTRACT
NOTICES**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

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Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.